

**Agreement between  
Far North District Council (FNDC) – the Funding Agent  
and**

**Focus Paihia Community Charitable Trust (Focus Paihia) – the Recipient**

**For design and delivery of the Paihia Waterfront Project – the Project**

Focus Paihia Community Charitable Trust is registered under the Incorporated Societies Act 1908 and undertakes community-led programmes initiated by the local community, which promote and develop its local community.

FNDC recognises the role that Focus Paihia has in contributing to the development of its local community stretching from Watea and Haruru Falls through to Waitangi and Paihia. Focus Paihia works closely with key stakeholders in the area, including iwi/hapū, resident and ratepayer groups, and Business Paihia, all of which contribute to the development of an empowered community and a dynamic local business environment.

FNDC wishes to partner with Focus Paihia and key stakeholders to deliver improvements along the Paihia waterfront. These improvements were identified in the “Maritime facilities, waterfront storm mitigation, Paihia” project that was recently cancelled. These improvements have now been put into a standalone project.

In signing this agreement, the parties agree to the following:

1. To work together in good faith and establish a working group to enable collaborative delivery. The working group is to include at least one elected representative of FNDC, at least one FNDC staff member, and key community stakeholders including Focus Paihia, Business Paihia and local hapū. Representatives from Waka Kotahi and the Northland Transportation Alliance are to be invited to join the working group to help progress matters relating to their area of responsibility (e.g. Bluff improvements, street lighting etc). The working group is to remain in place until the project is complete and as-built information has been supplied to for any assets FNDC has agreed to take ownership of.
2. Far North District Council will fund the project, allocating a maximum budget of \$1.7 million (plus GST) to complete all elements of design and delivery.
3. Far North District Council will provide advice and support as needed, for example, in the planning and execution of community engagement, providing design input as required and general subject matter advice.
4. Focus Paihia will ensure design and delivery of the project to FNDC standards, and that all parties agree that solutions and improvements are adequately engineered, and risks are understood and mitigated.
5. Focus Paihia is responsible for the procurement of goods and services relating to the project.
6. General outcomes to be achieved are:
  - a. Lighting improvements between King’s Road and Alfresco restaurant to improve accessibility and public safety and support positive community outcomes.
  - b. Horotutu improvements such as seating, paths, and lighting.
  - c. Bluff improvements such as widening the walkway, safety railings upgrade, lighting of murals, enabling installation of more informational storyboarding from groups such as Ngāti Kawa and the Paihia Legacy Society to highlight the historical importance of the area.
7. Focus Paihia agrees to manage the design and delivery of the project to a professional standard.
8. The responsibility, accountability and reporting for the funding is to sit at the appropriate level. For this project that means Focus Paihia will offer informal fiscal overviews of the project at working group meetings in addition to any FNDC formal reporting requirements to ensure transparency.



9. Vesting of Assets: Any assets created using the funding provided by FNDC under the terms of this agreement will not automatically transfer to FNDC as vested assets. If Focus Paihia wishes assets to be vested in Council, approval to the vesting through working group discussion is required prior to any work being undertaken. Any asset that is to be owned by Focus Paihia but be placed on Council land will require prior approval of Council.
10. Regardless of ownership of the assets created, Focus Paihia will provide a full list of asset information to enable FNDC to track the assets within FNDC systems as public or private (where the ownership resides with Focus Paihia). FNDC will specify the asset information format to Focus Paihia and this may change as requirements within Council systems change or are updated.
11. Variations: If investigations of planned deliverables uncover design limitations or specifics that mean another party such as NTA are more suited to deliver the outcome, FNDC reserves the right to reallocate funds to another party for completion of the specified deliverable.
12. FNDC reserves the right to review the use of funds allocated to the project; the needs for audit; and financial viability of the project (to be exercised reasonably). Focus Paihia will submit quarterly funding allocation updates to FNDC for the duration of the agreement.
13. FNDC reserves the right to undertake (at FNDC's expense) random audits on any aspect of the project (to be exercised reasonably).

### Payment

Subject to the above, Council will make payments to Focus Paihia up to an allocated maximum budget of \$1.7 million (plus GST) to complete all elements of design and delivery.

Each of the general outcomes to be achieved will require submission and approval of a full plan to FNDC, including detailed costing overview for delivery of the outcome.

To enable community-driven delivery of this project, upon each plan's acceptance an initial 25% claim will be lodged at works commencement, with the remaining 75% of the agreed funding to be paid in progress or final claims per plan specifications.

The funding will be paid on the Deliverable milestones as follows:

Milestone Date	Milestone Event	Payment %	Amt
November 2022	Lighting improvements between Kings Road and Alfresco's restaurant	25% initial claim 75% progress and/or final payment(s)	To be agreed
February 2023	Horotutu improvements	25% initial claim 75% progress and/or final payment(s)	To be agreed
April 2023	Bluff improvements	25% initial claim 75% progress and/or final payment(s)	To be agreed
	<b>Total Cost</b>	<b>100%</b>	<b>\$ 1,700,000.00</b>

Payment will be made on a valid tax invoice and be subject to normal payment terms of 20<sup>th</sup> of the month following invoice date. Invoices must explicitly demonstrate breakdown of costs if claiming for multiple goods or services.

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*Handwritten signature*

FNDC's obligations under this agreement are subject to Council's processes, policies, and legislative obligations.

Nothing in this agreement creates any partnership obligations between the parties.

Subject to any variation, this agreement will take effect from 1 October 2022 and will continue until 30 June 2024. Either party may terminate this agreement by 3 months' written notice to the other party.

This is executed as an agreement and is signed by the following on behalf of their respective organisations.

Signed on behalf of **Focus Paihia**

Signature:

Name: Grant Harnish

Position: Chair

Date: 7 November 2022

Signed on behalf of **Far North District Council**

Signature:

Name: Andy Finch

Position: General Manager – Infrastructure & Asset Management

Date: 8 November 2022